

## **Sullivan County NH**

**Type of meeting:** Board of Commissioners

**Date/Time:** Thursday, February 05, 2009, 3PM

**Place:** Remington Woodhull County Complex, 14 Main Street,  
Newport NH 03743

**Attendees:** Commissioners Jeffrey Barrette – *Chair*, Bennie Nelson – *Vice Chair*, and Ethel Jarvis – *Clerk*; Gregory Chanis – *County Administrator*; Ross L. Cunningham – *D.O.C. Superintendent*; Sheriff Michael Prozzo (arrived later in meeting) and Sharon Johnson-Callum (minute taker).

**Other attendees:** Larry Converse – Claremont Resident and Bill Royce – Sullivan County Sportsmen Club President (arrived and left later in meeting).

**3:06** The Chair brought the meeting to order. All recited the *Pledge of Allegiance*.

### **Agenda Item No. 1                      Bank Forms**

Agenda Item No. 1.a.                      Lake Sunapee Bank Corporate Authorization Resolution Ratification – Registry of Deeds Equipment Fund and Checking Account

Mr. Chanis noted the forms were to authorize placing him on the two Registry of Deeds accounts: Deeds Equipment fund and checking account, as another signatory, just in case the Treasurer or Deputy Treasurer were unavailable. Ms. Chanis confirmed this was a request of the Registrar, which was approved by both Treasurer and Deputy Treasurer.

**3:09 Motion: to sign the forms to authorize the County Administrator to be the third signature on the account [at Lake Sunapee Bank for the two Registry of Deeds account mentioned above].**

**Made by: Jarvis. Seconded by: Nelson.**

**Voice vote: All in favor.**

Agenda Item No. 1.b.                      Claremont Savings Bank (C.S.B) On Line Banking Resolution

Mr. Chanis and Ms. Johnson-Callum noted C.S.B. sent additional forms to authorize on-line banking to enable the Treasurer and Deputy Treasurer to access accounts and perform transfers in the General fund and manual payroll account from their home computers. It was noted, the Board already approved this on another form at a previous meeting, but the office was contacted by C.S.B. indicating the other form was insufficient, and these forms were then provided.

**3:12 Motion: to authorize the Clerk and another Board officer to sign the On-line Banking Resolution [for the General Fund and Manual Payroll Account].**

**Made by: Jarvis. Seconded by: Nelson.**

**Voice vote: All in favor**

## **Agenda Item No. 2.**

### **Department of Corrections Superintendent's Report**

#### Agenda Item No. 2.a. Community Service Projects Update

Sullivan County DOC Community Services Program will be assisting renovations for the S.C. Attorney's Office Victim Witness Program on 2<sup>nd</sup> floor rooms at the Moody Building in Claremont for Cindy Vezina – V.W. Coordinator. The rooms will be used for meetings and counseling. Renovations include: stripping walls, sheet rocking, painting, and moving furniture. Supt. Cunningham confirmed Eagle Time's Archie Mountain would be doing a write up on the project.

#### Agenda Item 2.b. Community Corrections Center Construction Manager

Mr. Chanis noted the Board should decide on their next steps for the Community Corrections Center. For the building process, he recommends hiring a "agency construction manager" and distributed a copy of "3.0 Why Construction Management?" (CM) [Appendix A], using a "multiple prime contracting" (MPC) process [Appendix B]. The CM would work directly for the County, perform pre-construction design, closeout, has no vested interest in the bids, and would assist the County in developing contracts. With the MPC method, the construction would be split into larger parts, each placed out to bid, allowing bidders to bid on each separate project, or several. With this process, the CM holds all contract(s) with subcontractors vs. Agency CM where agency holds contracts. Commissioner Barrette noted the County would see a rough 10 – 15% cost savings difference as it cuts out one level of management; plus, it allows better control by the County. Mr. Chanis noted if the Board wanted to go with this process, the next step would be to draft an RFP for the Construction Manager. He distributed a sample "Request For Proposal For Construction Management Services" [Appendix C], and a draft [Appendix D]. Mr. Chanis confirmed there are people who specifically do just construction management, the position requires no physical construction work, just running the entire project; with this concept, the County sees every bid and has the ability to pick and choose vs. a design / build firm who brings in their own subcontractors. The Board concurred with the going with the Construction Manager, and Mr. Chanis will e-mail the final RFP version to the Board prior to advertising.

3:24 Sheriff Prozzo arrived.

3:28 Mr. Bill Royce joined the meeting.

#### Agenda Item No. 2.c. Alternative Solution Contract Review

Supt. Cunningham distributed copies of the Alternative Solution contract with Kevin Warwick [Appendix E] with work at the DOC to include: grant writing for the 2<sup>nd</sup> Chance Act and other opportunities, assist with implementation of the model, provide suggestions and curricula materials to enhance programs, provide staff training as recommended and ongoing support in terms of grant funding and best practice info. They did not use Mr. Warwick in January; therefore, budget expenses were unused during that time period. Supt. Cunningham would like to reestablish the contract, especially since the 2<sup>nd</sup> Chance Act would include funding for portions of the Community Correction Center that deal directly with inmate programming, treatment and some construction dealing specifically with programming. He noted John Gramuglia, Sara Poisson, and Kevin Warwick are watching the grant timelines. The DOC would continue funding the contract through the Commissary Fund; the fund currently has \$20,375, budgeted \$25,000, expenditures paid approximately

\$20,485; this funds is revenues produced by inmates with the purpose to use on inmates.

**3:34 Motion to approve the contract with Alternative Solutions Associates Inc.**

**Made by: Nelson. Seconded by: Jarvis.**

**Voice vote: All in favor.**

Agenda Item No. 2.d. 2008 Pharmaceutical Costs Update

Supt. Cunningham distributed copies of the 2008 Pharmacy costs [Appendix F], illustrating a total of \$61,140.83 spent towards psychotropic costs in 2008, while \$26,3207.51 represented all other pharmaceuticals. Cunningham noted Westwood Pharmacy pharmacist reviewed cost estimates and indicated they could save the County 35-40% over these figures for following year; ordering can be done on line, also. Commissioner Barrette asked, if the pharmaceuticals were fairly common, could Supt. Cunningham check with the local pharmacies, such as Bannon Pharmacy in Claremont and Colonial Pharmacy in New London, to see if they could provide pharmaceuticals at comparable costs vs. going out of state? Cunningham confirmed he'd contact those pharmacies to see if they could do better than Westwood current prices.

Non Agenda Item Inmate Phone Service & Inmate Tracking Software Vendor

Supt. Cunningham noted the issues they were having with the past inmate phone and tracking software (history: Verizon sold to PC's, who sold to AGS, who sold it back to PC's, and inmate tracking software was never fulfilled) were coming to a closure. PC's worked out agreement with Spillman Company. There will be no cost to the County for start up of the web-based software. Both the Sheriff and County Attorney's offices will have access to the database. Possible costs may include running extra T1 line within the building itself to a specific area; plus, the County's IT contractor, Mike Bodeur, may be on site to monitor the work. Per Cunningham, Sheriff Prozzo has viewed the software, it's the "Cadillac" of this type of business, this software has been used by Cheshire County for nine (9) years, and the booking software will be tailored specifically for Sullivan County inmate booking process.

**Agenda Item No. 3. County Administrator's Report**

Agenda Item No. 3.a. S.C.H.C. Advisory Update

The County Administrator suggested discussing this issue in Executive Session at the end of the meeting. The Chair concurred.

Agenda Item No. 3.b. FY10 County Budget Update

Mr. Chanis met with Dept Heads / Elected Officials and reviewed the required FY10 budget-entering format. They are on track with all budgets to be entered by each department no later than 2/13/09.

Non Agenda Item NHAC Executive Council Meeting

Mr. Chanis will be attending the NHAC Executive Council meeting this Friday 10 AM in Concord, leaving around 8:50 AM. None of the Commissioners indicated they would be attending.

Non Agenda Item

NH State Budget Finance Committee

Mr. Chanis noted Representative Rodeschin called to let the Board of Commissioners know of the March 12<sup>th</sup> public hearing at the Claremont Community College at 5 PM.

Non Agenda Item

Fiscal Agent / Grant Program Director Monthly Meetings

Mr. Chanis noted during their monthly grant program director meeting this morning, Gail Kennedy, UNH Cooperative Extension Educator [Co-Director of Strengthening Families Programs] announced they'd like to host another legal issue seminar, which includes estate planning, wills, etc. Mr. Chanis confirmed the County would be willing to sponsor such a seminar at the Ahern Building, to be open to public.

**Agenda Item No. 4. Commissioners Report**

Commissioner Nelson questioned if Mr. Chanis notified NHAC Betsy Miller the S.C. Board is good with hosting the 2009 NHAC conference at the Mt. Washington. Mr. Chanis confirmed he'd tell her at the Friday NHAC meeting.

No other reports.

**Agenda Item No. 5. Public Participation**

Bill Royce, Sullivan County Sportsman Club President – Reminded the Board they terminated and tabled discussions pertaining to the possible shooting range collaboration with law enforcement and sportsman club at the Unity site, very quickly; he noted members of the club are disgruntled as they spent a lot of time and money on the project and they needed more detail on the reason(s) it was tabled so quickly. Commissioner Nelson felt it would be a simple process and that it seemed like a great thing to do, however, once he became aware it had to go through a site plan review from Unity, the County received word some were dead set against it, and he did not want to put both the County and club through the agony if it was going to be a slim to none chance. Royce questioned how many were on the Unity planning board? Commissioner Jarvis noted five (5). Commissioner Barrette noted he understand the club would under go significant investment and would want certain access to the range, board members felt that was unreasonable. Commissioner Jarvis pointed out the proposed range area started as a small portion and grew to take up 7 acres of land that could be used to grow food; she also feels it's a difficult process to go down a private / public partnership.

*3:57 Mr. Royce left the meeting.*

Larry Converse, Claremont Resident – Asked if the County selected a Community Corrections Center site? Mr. Chanis noted once they hired a Construction Manager, he suspected that person would guide the County through the site selection on County property in Unity. Mr. Converse further questioned if the County would be liable for unpaid taxes of subcontractors for the project? Mr. Chanis noted subcontractors are responsible to pay their own taxes. Commissioner Barrette noted standard language includes a "hold harmless contract". Per Mr. Chains, NH Primex would view all contracts. He noted it was in the County's best interest to hire the most qualified Construction Manager.

Larry Converse, Claremont Resident – questioned if the County found out if the respite beds at the nursing home would count against their total bed count. Jarvis pointed out the nursing home is licensed for 156; and, Barrette and Nelson noted

census as been hovering around 138-140, so, at this point, taking on respite would not cause them to exceed the current maximum bed count of 156.

Larry Converse, Claremont Resident – Tax capping. He noted he would hope they would never have a cap of 3% for taxes. Mr. Chanis pointed out, based on the spreadsheet distributed at the Claremont meeting [January 29<sup>th</sup>], if you flattened the peaks and valleys, the County tax rate, as it relates to Claremont, increased 2.5% over the 10 years displayed vs. Claremont City taxes increasing 3% and School taxes increasing 2.75%.

**Agenda Item No. 6. Meeting Minutes Review**

Agenda Item No. 6.a. 1/5/09 8:20 AM Special Commissioners Executive Session Meeting

**4:11 Motion: to approve the 1/5/09 8:20 AM Special Commissioners Executive Session meeting and release them.  
Made by: Jarvis. Seconded by: Nelson.  
Voice vote: All in favor.**

Agenda Item No. 6.b. 1/5/09 2009 ? Meeting Minutes

**4:13 Motion: to accept as amended, the 1/5/09 2009 meeting minutes.  
Made by: Barrette. Seconded by: Jarvis.  
Voice vote: All in favor.**

Agenda Item No. 6.c. 1/5/09 10 AM Meeting Executive Session Minutes

**4:14 Motion: to accept and release the 1/5/09 10 AM meeting minutes.  
Made by: Nelson. Seconded by: Jarvis.  
Voice vote: All in favor.**

Agenda Item No. 6.d. 1/22/09 Public Meeting Minutes

**4:15 Motion: to accept the 1/22/09 public meeting minutes as amended.  
Made by: Nelson. Seconded by: Jarvis.  
Voice vote: All in favor.**

Agenda Item No. 6.e. 1/22/09 4:48 PM Executive Session Meeting Minutes

**4:18 Motion: to approve and release the 1/22/09 executive session meeting minutes.  
Made by: Nelson. Seconded by: Jarvis.  
Voice vote: All in favor.**

Agenda Item No. 6.f. 1/22/09 5:23 PM Executive Session Meeting Minutes

**4:21 Motion: to approve and seal permanently the 1/22/09 5:23 PM Executive Session Meeting Minutes.  
Made by: Jarvis. Seconded by: Nelson.  
Voice vote: All in favor.**

**Agenda Item No. 3.a. Sullivan County Health Care Advisory Panel**

**4:21 Motion: to go into Executive Session per RSA 91-A:3.II.c. – in order to discuss personnel of the pending advisory panel**

**Made by: Nelson. Seconded by: Jarvis.**

**Roll call vote: All in favor.**

**4:27 Motion: to come out of Executive Session.**

**Made by: Nelson. Seconded by: Jarvis.**

**Voice vote: All in favor.**

Mr. Chanis will contact NH Primex to decide on the first meeting with the Sullivan County Advisory panel.

Commissioner Nelson requested an Executive Session to discuss a personnel issue.

**4:29 Motion: to go into Executive Session under RSA 91-A:3.II.c. for personnel.**

**Made by: Nelson. Seconded Jarvis.**

**Roll call vote: All in favor.**

**4:36 Motion: to come out of Executive Session.**

**Made by: Nelson. Seconded by: Jarvis.**

**Voice vote: All in favor.**

**4:37 Motion: to adjourn the meeting.**

**Made by: Barrette. Seconded by: Nelson.**

**Voice vote: All in favor.**

*Respectfully submitted,*



*Ethel Jarvis, Clerk  
Board of Commissioners*

EJ/s.jc.

Date signed: 2-25-09



Sullivan County NH, Board of Commissioners

**REGULAR BUSINESS MEETING**

**AGENDA- 2<sup>nd</sup> Revision**

**Thu, Feb 5, 2009, Time 3 PM**

Place: Sullivan County Newport Complex

14 Main Street, Newport NH 03773 – Commissioners' Conference Room

- |      |           |    |                          |   |
|------|-----------|----|--------------------------|---|
| 3:00 | PM – 3:05 | PM | 1.                       | Bank forms  |
|      |           |    | a.                       | Lake Sunapee Bank Corporate Authorization<br>Resolution Ratification – Registry of Deeds<br>Equipment Fund and checking account |
|      |           |    | b.                       | Claremont Savings Bank On Line Bank Resolution –<br>General Fund and Manual Check Account                                       |
| 3:05 | PM – 3:25 | PM | 2.                       | Department of Corrections Superintendent's Report   |
|      |           |    | a.                       | Community Service Projects Update   |
|      |           |    | b.                       | Community Corrections Center Construction Manager<br>RFP  |
|      |           |    | c.                       | Alternative Solutions Contract Review   |
|      |           |    | d.                       | 2008 Pharmaceutical Costs Update  |
| 3:25 | PM – 3:45 | PM | 3.                       | County Administrator's Report   |
|      |           |    | a.                       | S.C.H.C. Advisory Update  |
|      |           |    | b.                       | FY10 Budget Update  |
| 3:45 | PM – 4:05 | PM | 4.                       | Commissioners' Report   |
| 4:05 | PM – 4:20 | PM | 5.                       | Public Participation – Limited to 5 minutes<br>per person   |
|      |           |    | <input type="checkbox"/> | Bill Royce  |
| 4:20 | PM – 4:30 | PM | 6.                       | Meeting Minutes Review  |
|      |           |    | a.                       | Jan. 15, 2009 8:20 AM Special Commissioners Executive<br>Session Meeting  |
|      |           |    | b.                       | Jan. 15, 2009 ?   |
|      |           |    | c.                       | Jan. 15, 2009 10 AM   |
|      |           |    | d.                       | Jan. 22, 2009 Public  |
|      |           |    | e.                       | Jan. 22, 2009 Executive Session   |
|      |           |    | f.                       | Jan. 22, 2009 Executive Session   |
| 4:30 | PM        |    | 7.                       | Adjourn meeting   |



## Sullivan County NH, Board of Commissioners

### *Upcoming Events:*

- **Feb. 16<sup>th</sup>, Mon.      Newport County Complex Offices Closed**  
**In observance of George Washington's Birthday**
- **Feb 19<sup>th</sup>, Thu.      Next Board of Commissioners meeting.**
  - **Time: 3 PM. Place:** Unity, Sullivan County Health Care Facility,  
1<sup>st</sup> Floor, Recreation Room.
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## 3.0 Why Construction Management?

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**C**onstruction management has been used successfully in *all* delivery methods for Owners who do not continuously maintain the staff expertise or numbers necessary to deal with the complex responsibilities involved in the delivery of major capital projects. The CM frequently helps the Owner identify which delivery method is best for the project.

The construction management approach utilizes a firm (or team of firms) with construction, design and management expertise to temporarily expand the Owner's capabilities so that the Owner can successfully accomplish its program or project.

A CM frequently has a role in both traditional and alternative project delivery methods as a trusted advisor to the Owner in oversight of the party at risk in the arrangements. In such cases, the CM may have a reduced scope of work, but participates in the decision-making process on behalf of and in concert with the Owner. This can be particularly helpful in design-build where substantial scope definition responsibility and project control have been assigned to the design-builder, and there exists no natural check on the design-builder.

### CM as Agent or At Risk

As previously mentioned, construction management comes in two general forms:

- **Agency CM**—The CM acts as the Owner's principal agent to advise on or manage the process from project conception to completion.
- **CM at risk**—The CM provides professional management assistance to the Owner prior to construction and advice on constructibility, budget and schedule considerations. The CM later converts to the equivalent of a General Contractor during construction.

The key difference between these two forms is that the CM at risk is in fact a distinct delivery method due to its responsibility for construction performance. Agency construction management, on the other hand, is a distinct set of services that can be applied to any delivery method.

### Role of the CM

Use of a professional consultant in construction management improves the Owner's confidence in the success of the project. This enhanced confidence grows out of the ability of a professional CM to make expert recommendations regarding:

- Most effective use of available funds
- Enhanced control of the scope of the work
- Optimal project/program scheduling options

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Construction management includes a significant component often missing from project delivery systems—a comprehensive management and control effort

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- Best use of individual project team members' expertise
- Maximum avoidance of delays, changes and claims
- Enhanced design and construction quality
- Optimum flexibility in contracting/procurement options

Construction management includes a significant component often missing from the project delivery systems—a comprehensive management and control effort applied to the project for the Owner, beginning in the early program planning stages and continuing through project completion. It involves the application and integration of comprehensive project controls to the design and construction process and generally includes the following:

- Development of a written scope understood by all of the participants
- Development of thorough design criteria for issue to the Designer
- Design quality assurance throughout the design process
- Consideration of material, systems and process alternatives
- Constructibility review
- Code compliance review
- Milestone cost estimating—to ensure design complies with the budget
- Matching construction spending to funds availability
- Construction specification enforcement
- Continuous schedule enforcement

The implementation of these management activities turns the planning, design and construction process into one which maximizes the Owner's control over the project's scope, quality, time, and cost, and adds predictability of the outcome of the project from start of programming to completion of construction.

Early development of the scope of the project provides information for the establishment of a baseline budget and schedule. Because of the continuous monitoring of the schedule and project cost during the progress of the project, the impact of changes and new information on this baseline can be evaluated and corrective action taken when most effective. Well formulated and priced construction bid packages, developed during the planning and design process, are the key to minimizing changes and avoiding disputes and delays during construction. This is the Owner's most powerful tool in assuring a positive outcome for the project.

The addition of a CM does not lessen the Owner's control over the project, but enhances it through the Owner's acquiring as adjunct staff an organization of experts in the design and construction process that will enable the Owner to make informed and timely decisions during the evolution of the project.

When an Owner implements a program or project using a consultant CM, it allows the Owner to make use of the expert advice available, advice that is unaffected by any potential conflict of interest. The Owner is still able to obtain the advantages of the many procurement methods, but with much greater control over and confidence in the outcome.

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## 4.0 Selecting the CM

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**C**MAA recommends the selection and use of a CM for projects which are complex by virtue of their nature or size, or for which the Owner does not have an adequate capacity to manage the project effectively.

Typically, professional services of this sort are procured on the basis of an objective evaluation of the qualifications of competing firms. There are accepted practices that are used by both private entities and public bodies to select the best qualified CM for the project.

### Preliminary Decisions and Information

At the outset of the CM selection process, certain information should be documented and certain decisions should be made regarding the concept of the project and the needs of the Owner in realizing project objectives.

A brief, detailed description of the project, including size, purposes, goals and objective parameters, must be developed in order to convey to the CM proposer the activities and approximate level and type of skills that will be necessary. If any studies or other documents are available, they should be called to the attention of the proposers.

The Owner's needs and expectations with respect to scope, schedule and budget should be included in the description. Finalization of schedule should not take place until the selected CM has advised the Owner regarding the achievability of the proposed schedule and associated project cost.

### Owner's Internal Delegation and Management.

On all projects, the ability to react to changing circumstances is critically important. The project decision-making process must be designed to deliver informed decisions in the most timely manner possible. It has been said that the most frequent cause of project disruption is delayed decisive action.

It is very important that contractual authority—authority to obligate the Owner to pay money—be delegated to a qualified individual or small group of people so that decisions can be rendered in a timely manner and by those who are most familiar with the project. These decisions may concern change orders, contracts, dispute settlements, minor purchases and contracts in support of the project.

Some Owners' governing bodies may establish budget guidance for parts of a project, with specific decision authority within those budgets delegated to a part of the permanent staff, subject to review. These practices are highly recommended so that the Owner will gain credibility with the Contractor and consultant community.

Decisions with regard to the project organization, as envisioned by the Owner, including the reporting relationships among the Owner and all other parties to the design and construction effort, should be made and summarized for reference in the selection process.

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### **The Selection Committee.**

A CM selection committee should be formed from the Owner's staff early in the selection process so that the committee can learn as much as possible about the project and the Owner's expectations of the CM.

The committee is responsible for one of the most critical decisions in the project—the selection of the CM. The committee will be comparing the approaches offered by several firms, their skill levels and the experience of their personnel, with the expectations and needs of the project and the Owner's organization. Each individual on the committee should understand how the selection process will be structured. The committee should include the individual on the Owner's staff who will be responsible for the project.

While it is not necessary that all members of the committee be familiar with the design and construction process, at least one member should. If the Owner does not have an individual on its staff who can provide this expertise, it may be appropriate to retain a consultant for the selection process. Individuals such as senior members of the engineering or architectural community can be used for this purpose. It is also important that the committee be free from any conflict of interest in the selection of a CM.

### **Qualifications Based Selection of the CM**

Laws and regulations generally govern the process of selection for public work, and practices will vary among the states. The process, however, generally follows three steps: a statement of qualifications; a technical proposal; and a price proposal and fee negotiation.

#### **Statement of Qualifications.**

A request for qualifications (RFQ) should be advertised in national and local publications which will reach the CM community. The requested statement of qualifications is usually a document which describes in general the qualifications of a firm (or team of firms) to perform the work. It will often include the following types of information:

- Firm name and address
- Types of services usually offered
- Names of principals
- Numbers of staff, organized by discipline
- Description of similar work completed including date, size and Owner contact
- Description of similar work in progress, including date, size and Owner contact
- Annual volume, backlog and capacity
- Record of performance; i.e., cost control, quality, schedule, and safety

Federal Standard Form (SF) 254 contains substantially this same type of information and is maintained by most firms. A related form, SF 255, contains similar data and is designed to specifically address a particular project.

The selection committee should evaluate the firms' submissions and make a judgement as to which firms appear qualified to perform the work. This will have the effect of reducing the number of competing firms to what is commonly known as a "short list."

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The RFP should be drafted with the understanding that...the more consistent the presentations by the respondents the easier the evaluation will be

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### Technical Proposal.

Those that are judged to be qualified are requested to submit a technical proposal. This solicitation, issued as a request for proposal (RFP), is a request for information about a firm's qualifications and intentions to perform the services desired. The technical proposals are usually written for a specific project.

The RFP should provide prospective respondents with a description of the project and information regarding the method of compensation. Additionally, the RFP should contain information about the project such as the project budget, major constraints, unusual services that may be required, and particular goals of the Owner.

If the Owner has sufficient understanding of the expected scope of services, it may be advantageous to organize the RFP on that basis. The RFP may also be organized as a series of questions to be answered by the respondents.

The RFP should seek the following information from the proposers:

- The respondent's approach to the project in terms of organization, process, tools and techniques, staff and quality assurance/quality control, etc.
- The respondent's experience with projects of similar nature, including Owner references
- Resumes of key staff to be assigned full time and those to be available as resources

Owners should keep in mind that proposals are often a CM's largest non-project expense. CMs appreciate an RFP that allows them to efficiently present their qualifications. It is appropriate for the RFP to include the criteria for the evaluation of the proposals as well as the weighting to be used.

It is desirable for the selection committee to be involved in the development and organization of the RFP. The RFP should be drafted with the understanding that the selection committee will have to evaluate a number of technical proposals and that the more consistent the presentations by the respondents the easier the evaluation will be. A mandatory outline of the technical proposal is useful in organizing the data for comparison by the selection committee. Additionally, a page limitation is suggested to keep the presentations to a manageable size. The page limitation should not include data such as resumes and brochures. The RFP should be examined by an experienced person for clarity and internal consistency.

### Evaluation Process.

The evaluation process may be time consuming and difficult. The selection committee should proceed with a logical and methodical evaluation of each proposal and grade each against the evaluation criteria stated in the RFP. The final ranking of CMs should be determined by averaging ranks assigned by each panelist rather than averaging the panelists' scores. This serves to reduce the influence of any one member of the panel and to ensure that the relative best of the proposals are identified. The CM proposal with the best average numerical ranking should be selected as the finalist to proceed to the next steps of submitting a cost proposal and negotiating the work effort.

In some cases, more than one respondent may appear qualified, and interviews or oral presentations may be the only appropriate method to differentiate between the top respondents. Interviews should be scheduled to provide the respondents with the best opportunity to show their capabilities. Questions

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The compatibility  
between those  
of the CM and  
those of the Owner  
is a critical  
consideration...  
the CM will be  
a trusted part of  
the Owner's  
project team

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Unless the RFP is  
extremely detailed  
and specific,  
the total costs of  
two proposals  
will probably not  
be comparable

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The Owner and the selected CM should jointly agree on a final scope of services designed to support the timely delivery of the project

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should be formulated in advance by the selection committee to clarify points in the RFP response and to stimulate contrasting views among the respondents. Since the Owner will be placing the fate of the project into the hands of the CM, the compatibility between the goals and culture of the CM and those of the Owner is a critical consideration. On large or complex projects, where the competition is close, two or more rounds of interviews may be necessary (keeping in mind, however, that preparing for interviews can be extremely costly for a consultant).

## **Price as a Part of the Proposal.**

As is the case with any professional service contract, the issue of price should not enter into the ranking of CM firms based on their qualifications. The selection committee should keep in mind that the CM will be a trusted part of the Owner's project team and that the most important factors are the capabilities of the selected CM.

Some Owners will request a cost proposal as a part of the RFP. This can be useful in evaluating the thought given to the approach to the project and the proposer's organization for it. Price proposals included as part of the RFP response may also save time in the negotiation of the agreement.

Unless the RFP is extremely detailed and specific on the issues of cost, the total costs of two proposals will probably not be comparable. Scopes of work as envisioned by each proposer may not be the same, particularly in assumptions about staffing levels. Qualifications of personnel may be sufficiently different to cause significant difference in price as well as level of service. Costs or multipliers (of cost) may be structured so as to appear lower than they effectively are. One proposer's direct cost may be included in the multiplier or assumed to be furnished by others. In essence, costs in the proposal stage are very soft numbers and should be analyzed in detail and with great care before comparisons are made.

When price proposals are solicited with the RFP, they may be required to be submitted in a separate, sealed and labeled envelope to be opened only when the qualifications-based selection phase has been completed.

## **Negotiation and Development of Scope of Services and Cost.**

Upon evaluation of the responses to the RFP, the firm judged most qualified is requested to provide a proposed scope of services. After thorough discussions designed to assure that both parties are in agreement on the desired level of service, the selected CM prepares a written scope of services proposal.

Decisions made and approaches discussed at this time will ultimately affect the success or failure of the project. Definition of necessary tasks and the application of estimated labor and expense to each task is an efficient way to develop a budget. To be addressed in the scope of services are:

- Development of a specific project scope statement
- Development of procurement strategy
- Development of a project schedule and budget
- Acquisition of special consultants
- Acquisition of Designers
- Acquisition of Contractors and Suppliers
- Quality, cost and schedule control
- Testing, startup and turnover

The scope of services should include deliverables or other tangible methods for measuring performance. Where applicable, physical examples of reports or other expected outcomes should be included or referenced. CMAA's *Construction Management Standards of Practice* is not intended to be a scope statement in support of a contract, but it provides information about the functions typically provided by a CM.

The Owner and the selected CM should jointly, through negotiation, agree on a final scope of services based on the selected CM's scope proposal and designed to support the timely delivery of the project. Development of a CM budget grows out of this scope and is the first step in the detailed planning of the project.

If the Owner and the most qualified CM are not able to reach agreement on price and scope, negotiations are commenced with the next qualified firm.

### Methods of Paying for Services

Several methods are recognized and commonly used in the compensation of firms for professional construction management services. All result from a negotiation between the Owner and the CM as to the proper level of staffing for particular tasks that constitute the CM's scope of services.

#### Salary Times Multiplier Plus Direct Expenses.

A typical approach is based on a CM's direct salaries times a multiplier. The multiplier is a number that is derived from the sum of the CM's indirect salary costs (such as FICA and unemployment insurance and salary benefits) and overhead costs (general and administrative office and other indirect costs) divided by the total salaries paid. This ratio is used by the CM to recover these costs. An agreed profit rate is then applied to the product of the direct salary times the multiplier. Direct project expenses are paid separately. Frequently, an administrative or handling charge may be made on the direct expense.

Salaries are the actual salaries of the individuals working on the project. Direct expenses are the necessary and ordinary expenses associated with the CM's performance. These may include items ranging from paper and pens, to automobiles, travel, separate offices, furniture, computers, software, etc. Some Owners may provide office space or buy some equipment for the use of the CM during the project to avoid lease payments. Some direct expenses may be avoided by use of Owner assets.

#### Billing Rates.

An alternative to the use of salary times multiplier is the use of classified billing rates. These rates are typically based on average salaries for a specified range of employee skills, experience and education. An amount of money is added based on the CM's overhead and profit multiplier and the resultant sum is used for all individuals in that classification. The classifications have to be carefully defined to avoid confusion.

#### Cost Plus Fixed Fee.

Some payment arrangements fix the amount of fee (profit) that the CM will be paid to a lump sum. These arrangements also spell out how and in what increments the fee will be paid. The CM is paid actual salaries times a

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Compensation  
for professional  
Construction  
Management  
services results from  
a negotiation  
between the Owner  
and the CM as to  
the proper level of  
staffing for the  
scope of services

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The use of  
standard forms  
increases the  
predictability of  
project outcomes  
and the consistency  
of pricing

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multiplier to cover all overhead costs and a separate lump sum as profit. The Owner should recognize that payment of the fee should be related to time, progress or other factors.

#### **Fee as a Percent of Construction Cost.**

This form of compensation is not recommended as it is arbitrary and not related to the effort that may be required. For example, a greater effort may be required for a smaller dollar value project due to technical complexity or schedule compression.

### **Standard Contract Forms**

A number of organizations publish contract forms related to the design and construction industry. CMAA provides a number of model forms of agreement specific to the implementation of construction management services for use by CMs and Owners:

- **CMAA Document A-1** Standard Form of Agreement Between Owner and Construction Manager (for Agency); or
- **CMAA Document GMP-1** Standard Form of Agreement Between Owner and Construction Manager (where a Guaranteed Maximum Price will be provided).

Other published standard forms compatible with these CM agreements are:

- **CMAA Document A-2** Standard Form of Contract Between Owner and Contractor
- **CMAA Document A-3** General Conditions of the Construction Contract; Owner-Contractor Contract
- **CMAA Document A-4** Standard Form of Agreement Between Owner and Designer
- **CMAA Document GMP-2** Standard Form of Contract Between Construction Manager and Contractor
- **CMAA Document GMP-3** General Conditions of the Construction Contract; Construction Manager-Contractor Contract

The advantages of CMAA standard forms of agreement are:

- They provide the most detailed specification of the duties of the CM.
- The Owner-CM agreement is fully integrated with the Owner-Designer, General Conditions and Owner/CM-Contractor agreements.

Use of standard forms increases the predictability of project outcomes, increases the consistency of pricing, and simplifies management. The forms are regularly updated and maintained consistent with the industry practice. Standard forms may be modified as required by the project or the Owner's needs, but such modifications should be undertaken only with the advice of an attorney knowledgeable of the forms and the implications of changes to them.



# Multiple-Prime Contracting

## Benefits / Construction Delivery Comparisons

Multi-Prime Contracting brings one undeniable benefit to owners when compared with other construction delivery systems. Using multi-prime contracting, owners have the benefit of working with a representative who has a pure fiduciary relationship with them to work for their best interests through every step of a project from concept to completion.

The following page pulled from the next section provides a chart of the more traditional construction delivery systems. A brief description of these systems is noted here:

### **Design-Bid-Build, General Contractor (GC) or a Single-Prime Contractor**

The terms noted above all boil down to the same thing which is one owner, one contractor and one contract between them. In this arrangement, an architect prepares a complete set of drawings which are then put out to bid. Several GC's will prepare a bid and when the bids are submitted, the low bidder is most often awarded the contract to build the project. The GC will gather bids from a variety of sub-contractors for various portions of the work with the low bidder being awarded the work. The GC then holds a contract directly with its sub-contractors.

### **Design-Build**

Design-Build is when a single company provides both the design of the project and its construction. A single contract is held between the owner and the design-build company who then often holds a variety of contracts with sub-contractors.

### **Construction Manager (CM) as the Constructor**

Construction Managers are typically known for providing pre-construction services which are extremely beneficial to the success of a project. A CM Advisor, also known as an owner rep, provides pre-construction phase services in the same way. The difference between a CM Advisor and a CM Constructor is that the CM Constructor turns into a GC once construction starts. This shift changes the relationship between the owner and the CM Constructor who is now a GC. A GC works for a profit and as such, has an interest in maximizing the cost of the project and the profit that can be obtained. The owner on the other hand, wants to keep costs down all while getting the best product value for the dollar that is available on time.

### **CM Advisor using Multiple-Prime Contracting**

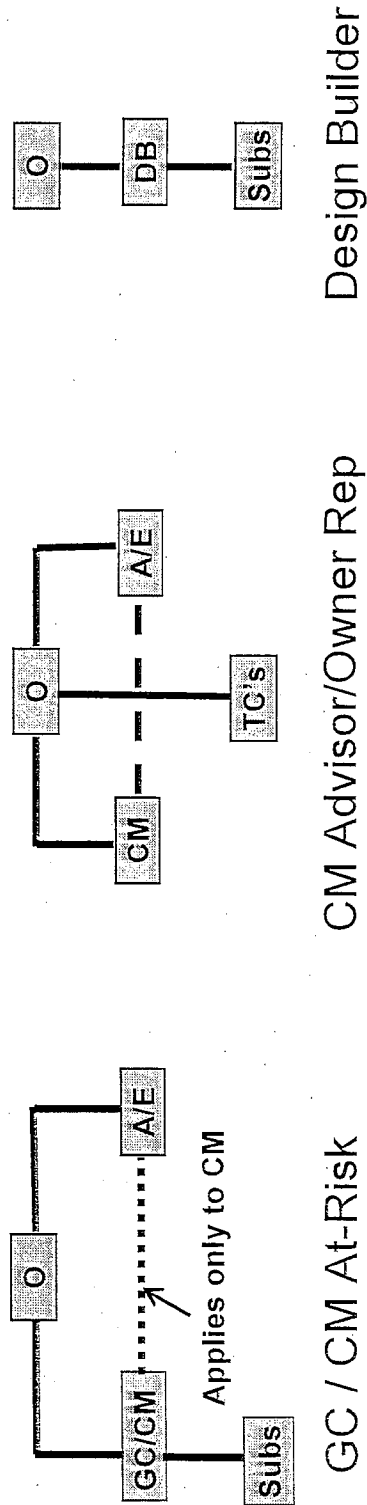
A CM Advisor provides the same pre-construction phase services that a CM Constructor provides. The difference is that when a project goes into the construction phase, the CM Advisor has cut the project up into highly jurisdictional and well managed components that multiple-prime contractors are then held to perform their portion of the work. The owner now holds a handful of contracts with trade contractors that have been coordinated, set up and will be managed by the CM Advisor. In this way, the CM Advisor still maintains the fiduciary relationship with the owner without any conflicts of interest.

### **Benefits of CM Advisory Construction Services**

With the expertise of a construction consultant who is working simply for a fee, an owner has an advocate on their team to prevent cost escalation through unwarranted change requests. Contractor requests for extra work come from a variety of reasons. Poor drawings, differing site conditions and owner requested changes are some of the most common. Regardless of the cause, an experienced construction consultant can help determine an equitable adjustment in price. A GC would often work with an architect to determine a price adjustment, if warranted. If a change in the work is the result of poor drawings, known to be the cause for 80% of extras, then the architect who in many ways is a fiduciary agent working for the owner has a motivation to defend the accuracy of their drawings. This wrinkle can be avoided if an owner has a CM Advisor on board.

A CM Advisor can bring significant value to a project even when an owner chooses to use a GC but the benefits of cost reduction would be lost along with sub-contractors who would now be contracted directly with GC and thereby inaccessible should a sub-contractor perform poorly. These two factors alone should cause many owners to strongly consider using a CM Advisor with a multiple-prime contracting structure.

## II. Construction Delivery Systems



Contractual Relationship ———

Working Relationship - - - - -

O – Owner

GC – General Contractor (aka Single Prime Contractor)

CM At-Risk – General Contractor that provides design phase services

A/E – Architect and Engineer

DB – Designer and Builder

Subs – SubContractors

TG's – Trade Contractors (One of many Multiple Prime Trade Contractors)

FieldDesk Management, LLC

Construction Consultants

## Section 1.2

### Multiple-Prime Contracting

#### Cost Reductions Compared to GC

To illustrate actual projects that have used multiple-prime contracting, the following documents are shown here as proof of their many benefits beyond merely that of cost reduction.

Note: This work is taken from "The CM Contracting System" by C. Edwin Haltenhoff

## MULTIPLE CONTRACTING ECONOMICS

### *A Cost Comparison of a General Contractor versus an Owner Rep Construction Manager*

An original purpose of CM was to reduce overall project costs by improving the project-delivery process; by permitting greater owner involvement, more contracting options, and a higher level of management during all phases of the project. Reducing contract costs through the multiple bidding and contracting process surfaced as an ancillary benefit after the system was in use.

The cost comparison in Figure 2 below between a single contract GC approach and the multiple contract CM approach to the same project, demonstrates how favorable economics are extracted from a multiple bid CM project. The data in Figure 1 support the basis for the cost reduction claim.

To provide credibility to the comparison, conservative values have been used in both calculations. Contractor overhead and profit (Items III and IV) total \$610,500 on an \$11,000,000 project; a new money return of 5 ½%. The contingency (Item V) is not only a conservative 1%, it is used in both models and does not affect the comparison except in the value of the labor and material and performance bonds.

There are similar trade-offs in Supervision and Field Office Expense (Item IIA) and Contracting Overhead (Item III). These amounts totaling \$568,250 are carried as CM costs of services and project overhead (Item VIIA). The difference of \$91,750 (Item VIIB) is conveniently translated into CM profit and overhead simply to round out a conservative, assumed CM lump sum fee for the project of \$660,000.

The project value differential (Item IX) falls in the range of the 5% cost effectiveness assumption used to calculate the CM contract costs in Items IB, C & D. A 5% reduction in contracted costs is conservative based on the public records in Figure 1.

Note that the bond premium (Item VIB) is based on the combined value of multiple contracts as adjusted for the higher premium rate charged for smaller contract values. The value of the multiple-contract bond is \$9,439,430 (Item I CM column plus Item VI CM column) and the value of the single-contract bond \$11,008,658 (Item VIII GC column).

Although the \$111,930 premium for multiple-contract bonding is higher than the \$65,658 for a single-contract bond, it is common for sureties to require general contractors to bond subcontractors. Called double bonding, this practice provides no more protection for the owner even though the owner pays the premiums. If the GC bonded all subcontractors, single-contract bonding costs would increase by \$140,250. This would make CM multiple-contract bonding \$93,978 less expensive than single-contract bonding and increase the project value differential to 6%.

The data in Figure 1 clearly show that multiple contracting with defined work-scopes produces considerably more than 5% savings in bare contracting costs when competitively bid against general contractors. Even if the data are not accepted, the project value of the model still shows a savings of \$221,728 less the contingency of \$97,500 (Item VB) if it is expended. This is attributed to the elimination of profit on profit alone.

The information tabulated in Figure 1 was gathered during the late 1970s and early 1980s in Michigan and Kentucky. The projects listed are all public sector projects

where pre-qualification was not permitted and any contractor who wanted to could bid. Bids were opened and read in public.

**Figure 1. CM Contract Costs vs. General Contract Costs (data recorded in the public record)**

Project	Location	Bids Received		% Diff.
		CM	GC	
1. Multi-Purpose Building	Cadillac, MI	265,704	306,000	15.2%
2. Harrison Elem School	Port Huron, MI	420,026	477,400	13.7%
3. Forest Area Schools	Fife Lake, MI	1,622,463	1,854,000	14.3%
4. Kalkaska Elem School	Kalkaska, MI	726,223	927,350	27.7%
5. Ostego City Building	Ostego, MI	177,443	224,202	26.5%
6. Munising Elem School	Munising, MI	616,483	801,036	29.9%
7. Harbor Springs High School	Harbor Springs, MI	698,475	1,118,435	61.1%
8. Rowan County High School	Morehead, KY	<u>3,603,464</u>	<u>4,352,000</u>	20.8%
		\$8,126,281	\$10,061,323	
		Difference	\$1,935,042 = 19.2%	

In each case, a general contractor decided to submit a combined proposal for several or all divisions of work. The bidding process specifically allowed this to take place. General contractors submitted separate bids for each division in which they were interested and tied them all together as a package by providing a combined deduct if awarded all in their package. Some additional comments pertaining to Figure 2 are listed below.

Item	Comment
IA-CM	Does not apply (N.A.); this work commonly done by a GC is competitively bid in Agency CM (owner rep).
IB-CM (1)	Includes IA-GC \$1,500,000 (b) and IB-GC \$4,450,000 (c). The total \$5,950,000 is reduced 5% based on the results of multiple bidding demonstrated in Figure 1.
IC-CM (m)	Reduced 5% by separating the mechanical work into 5 to 7 separately bid work-scopes.
ID-CM (n)	No change from ID-GC (e) because electrical work-scope separations are limited.
IIA-CM (p)	CM field office expenses are part of the CM fee VIIA-CM (p, q).
IIB-CM	CM construction support costs are the equivalent of GC support costs.

IIIA-CM (q)	CM contract administration costs are part of the CM fee VIIA-CM (p, q)
IIIB-CM (r)	CM general overhead costs are part of the CM fee [VIIB-CM (v)].
IV-CM	Contracting profit is N.A. The CM works for the fee stated in VII-CM.
V-CM	The contingency would be approximately the same. The GC contingency is paid to the GC whether used or not. The CM contingency belongs to the owner and only costs incurred are paid.
VIA-CM	N.A. (There is no total project bond on an Agency CM multiple prime project.)
VIA-GC	Single contract bond fee. The bonded amount is \$11,008,658, the total of I-GC(a) + II-GC(f) + III-GC(g) + IV-GC(h) + V-GC(i) + VI-GC(j).
VIB-CM	Multiple contract bond fee. The bonded amount is \$9,439,430, the total of I-CM(k) + VIB-CM.
VIB-GC	Assumed N.A. It is common to include the bonding of GC subcontractors which would produce a sizeable entry here. However, this cost model assumes there will be no subcontractor bonding.
VII-CM (u)	The \$660,000 fee for this project includes all CM costs. VIIA-CM (p, q) [\$568,250] is a derived number determined by adding IIA-CM(p) and IIIA-CM(1) together. VIIB-CM(v) [\$91,750] is derived number determined by subtracting \$568,250 from the lump sum CM fee of \$660,000. Therefore, amounts p, q and v are not typical sub-sums of a bonafide CM fee.

Figure 2. Single GC Contract vs. Multiple CM Contract Cost Model

Item	Project Value= +/- \$11,000,000 (P.V.)	Single GC Contract	Multiple CM Contracts
I Cost of Construction		\$9,750,000 (a)	\$9,327,500 (k)
A General Work Performed by GC		1,500,000 (b)	N.A.
B General Work Subcontracted by GC		4,450,000 (c)	5,652,000 (l)
C Mechanical Work Subcontracted by GC		2,500,000 (d)	2,375,000 (m)
D Electrical Work Subcontracted by GC		1,300,000 (e)	1,300,000 (n)

II Construction Related Costs	485,000 (f)	265,000
A Supervision and Field Office Expense	220,000 (p)	N.A. (p)
B Construction Support Items	265,000	265,000
III Contracting Overhead	348,250 (g)	N.A.
A Contract Administration (c,d,e) 0.5%	41,250 (q)	N.A. (q)
B General Overhead Costs (a,f) 3.0%	307,000 (r)	N.A. (r)
IV Contracting Profit	262,250	N.A.
A On Electrical and Mechanical (d,e) 2.0%	76,000	N.A.
B On GC Work with Own Forces (b) 5.0%	75,000	N.A.
C On GC Work Subcontracted (c) 2.5%	111,250	N.A.
V Construction Contingency	97,500 (i)	97,500 (s)
A Contractor's Risk (a) 1.0%	97,500	N.A.
B Owner's Risk (a) 1.0%	N.A.	97,500
VI Bonds	65,658 (j)	N.A.
A Single L & M and Performance(a, f, g, h, i)0.6%	65,658	N.A.
B Multiple L & M and Performance (k) 1.7%	N.A.	111,930
VII Construction Manager's Fee (est.) (P.V.) 6%	N.A.	660,000 (u)
A Cost of Services and Project Overhead	N.A.	568,250 (p, q)
B CM's Profit and Gen'l O.H.(CM Cost,p,q,r)16%	N.A.	91,750 (v)
VIII Totals	\$11,008,658	\$10,461,930
IX Differential		(-) 546,728



## **Multiple prime bidding using CM services: a solution to rising construction prices?**

**Rick Ott**, Senior Executive Vice President, M.B. Kahn Construction Company, Inc.,  
Columbia, South Carolina

**Fred Whitley**, P.E., City Engineer, City of Hampton, Virginia; member, APWA  
Engineering and Technology Committee

For a number of years, construction management (CM) firms across the United States have actively initiated alternative bid procedures that have proven highly beneficial to owners across the public spectrum. While the overarching charge for construction managers is to act as the owner's primary agent during the design and construction phases of their capital projects (and sometimes the programming phase), achieving optimum project delivery for the price is really "Job 1." To the point, everything done up to the date of bid opening may generate positive savings impact through value engineering and a future reduction in change orders, but it is the final bid tabulation that offers irrefutable proof of the cost savings inherent in the CM process.

Aggressive cultivation and marketing of trade contractors prior to bid date is, of course, a prerequisite for competitive pricing, and is always a focal point for construction managers. Communicating with both general and trade contractors on a regular basis builds a network of professionals throughout the region who acquire confidence and trust in construction updates sent out by project managers and support staff; like any well-run business, construction managers must continuously work to make certain the information is timely and accurate.

With or without CM services, public agencies typically follow the traditional design/bid/build, using a general contractor (GC) for construction of a project. However, in today's bidding environment, there are a number of other project delivery options available to public agencies, in the interest of achieving the best value for the agency. Among these other options are design/build, CM at-risk, and CM agency using multiple primes. This latter option involves authorizing the construction manager to prepare separate bid packages and act as the agency's GC (without being at-risk; the risk as such remains with the owner). This option is further detailed in this article.

Beyond attracting the widest possible field of qualified bidders, multiple prime bidding using a construction manager offers participants the opportunity to bid on selected trade packages, or as general contractors for the entire job. Bid results can be surprisingly positive, with many awards favoring the multiple-prime approach. There are a number of factors at stake in the bid process, among them overhead and profit attributed to the general contractors. Another factor in "hot" construction markets as is currently being experienced is that general contractors are bumping up against their bonding limits and this reduces competition on public projects which require surety bonds. Also, many trade contractors may prefer dealing directly with a competent construction manager if they feel that relationship will result in more expedient administration and prompt payment following service delivery.

This alternative multiple prime bid process can vary from a few packaged trades to as many as 30 or more specialties, dependent on project scale, complexity, locally available trade contractors and other factors, including schedule and/or bid climate. Close coordination

between the construction manager's internal preconstruction staff and project managers dictates the final determination as to how the bid advertisement is structured and the project procured.

An example of how the multiple prime bid process can work is shown in several recently bid public construction projects. These projects were bid soliciting both single prime bids (general contractor) and multiple prime bids (direct from the trade contractors). One construction management company that as a general practice solicits both types of bid on bid day for public projects is M.B. Kahn Construction Company, Inc., a major southeastern construction management and general contracting firm. Kahn recently bid two major public projects in different parts of the country, offering the single- or multi-prime option, and their clients enjoyed substantial savings, as illustrated below:

### **Manassas Intermediate Schools, VA (new)\***

**Project Bid Date:** Spring 2005

**Single Prime (GC) Low Bid:** \$21,988,000

**Multiple Bid Packages:** 18

**Aggregate of Multiple Bids:** \$18,588,288

**Savings to District:** \$3,399,712 ←

\*This project, due to its proximity to the extremely active Washington, D.C. construction market, was broken into 18 separate packages, including site work/landscaping, concrete, steel, trusses, masonry, roofing, electrical, walls/windows, doors, drywall, kitchen, flooring, fire protection/life safety, HVAC/plumbing, millwork, precast panels, partitions, and information/technology.

A second project was located in Lexington, South Carolina, another rapidly growing area.

### **Lexington High School, SC (renovations/additions)\*\***

**Project Bid Date:** Spring 2006

**Single Prime Low Bid:** \$15,100,000

**Multiple Bid Packages:** 4

**Aggregate of Multiple Bids:** \$12,900,000

**Savings to District:** \$2,900,000 ←

\*\*This project was smaller in scale, warranting less subdivision for optimum response and construction. Another consideration for allowing multiple trade bids was to attract minority and newly-established firms that were capable of quality workmanship.

Kahn bids many public projects each year of various types and locations. The company maintains a running average of multiple prime vs. single prime savings for all public projects bid both ways, which is currently 10.2%. As hot bid markets become less competitive such as the current bidding climate, it has been Kahn's experience that the multiple prime savings are higher than average such as the two examples cited.

Beyond savings on bid day, there are other potential benefits to the multiple prime approach (properly administered) that have gained the interest of public agencies. One of these is the

opportunity to effectively respond to aggressive schedules, employing phased construction of critical components. The ability of the construction manager to act on behalf of the owner minimizes the potential for conflict of interest between the two. An atmosphere of partnership generally develops early on in the project, building with success, and resulting in expedient delivery of services at the jobsite.

Furthermore, there may be special interest issues, including targeted participation by MWBE providers that are capable of doing quality work. Because construction managers are offering individual trade contractors the opportunity to compete directly in the multi-prime delivery process, more bids are coming from these providers, generating better competition, with equal or better quality workmanship. An experienced construction manager can serve as an advocate in this area, recruiting new and emerging firms, and assisting them in obtaining surety bonds that enable their participation in the public sector.

For instance, on the recently completed Columbia, South Carolina, Metropolitan Convention Center (Fall 2004), bids were solicited from area MWBE subcontractors, resulting in a highly competitive field, with commensurate bids coming in at or below final estimates. Perhaps the greatest achievement of all was the aggregate percentage of MWBE enterprises engaged in the delivery of this highly visible public structure; over 40%, which is somewhat of a record for public sector work in South Carolina.

Multiple prime bidding of public construction is not just a passing fad or just a method to be used when the "hot" bid market results in high prices; the obvious benefits to owners as well as the entire field of construction trades are demonstrable—lower prices, faster delivery times, fewer claims and less litigation.

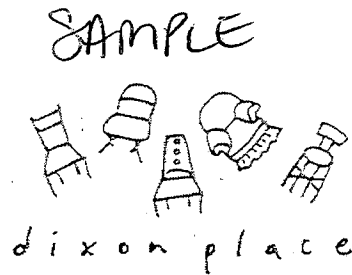
Given the advantages, what are potential disadvantages? An agency must remember that the GC is eliminated from the project and the construction manager assumes the coordination role of the GC. This arrangement increases the fee for the construction management services which may be more than offset by the cost avoided in GC overhead and profit. Construction contracts under this approach are between the agency and each trade contractor. Thus, an agency would have any number of trade contracts, bonds, insurance certificates, etc., which adds to the agency's contract administration burden. This approach also puts the owner at risk if one of the trades fails to perform whereby a domino effect might be created impacting other trades, resulting in claims against the agency for lost time and productivity. In theory, the construction manager would be there to head off any problems with the trades, just as a GC would have to do, except the trade's contracts are not with the construction manager. Thus, it is incumbent upon the owner to select a construction manager that is qualified to assume these responsibilities, with a track record in the approach with which the owner is comfortable.

Multiple prime bidding using CM services may not be suitable for every agency. The potential risks and the rewards must be carefully considered. If an agency decides to use CM services for a capital project, it should investigate which approach is best for the project, and hire a qualified CM firm with experience in that approach. The right approach, with the right construction manager, is the best means of ensuring that the agency derives the best value for its capital projects.

*Rick Ott can be reached at (803) 917-5346 or [ott@mbkahn.com](mailto:ott@mbkahn.com); Fred Whitley, P.E., a former member of the Education Advisory Committee and a Past President of the*

*Virginia/DC/Maryland Chapter, can be reached at (757) 727-6209 or  
[fwhitley@hampton.gov](mailto:fwhitley@hampton.gov).*

Final  
Revised- 4/23/07



## REQUEST FOR PROPOSALS

### For Construction Management Services

OPEN CHANNELS NY, INC, dba DIXON PLACE, a registered 501 (c) (3) non-profit organization in the state of New York, seeks proposals to provide Construction Management services relating to its capital construction of located at 161 Chrystie Street in Lower Manhattan

DIXON PLACE  
Michael Howett, Board Chair  
Richard Connette, Treasurer  
Ellie Covan, Executive Director

April 23, 2007

Deadline for Proposals: May 18, 2007, 5:00pm EDT

Questions should be submitted in writing before  
May 4, 2007 by email to:

Robert "Len" Tempest.  
**Technical Assistance**  
Landair Project Resources Group, Inc.  
10 E 33<sup>rd</sup> Street, NY, NY 10016  
212-658-9680

RTempest@projectresourcesgroup.com

## I) GENERAL INFORMATION

DIXON PLACE, a performance space currently located on the Bowery in Manhattan, is seeking proposals from Construction Managers (herein after "CM") to complete the renovation of it's new space at 161 Chrystie St., Manhattan. The project is located on the cellar and street levels of a mixed use residential development on the west side of Chrystie Street.

Your firm is invited to submit two separate proposals, a Technical Proposal and a Price Proposal (the "Proposal") to carry out the work As Agent for Owner and Holding the Trade Contracts as described in this Request for Proposal (RFP).

**Mandatory Inspection and Site Visit of the premises** at 161 Chrystie St. on **Wednesday May 2, 2007 @ 9:00am.**

Firms submitting a Proposal in response to this RFP may be required to give an oral presentation to Senior Staff and/or Board Members of DIXON PLACE. This oral presentation is intended as an opportunity to clarify and elaborate on the proposal, although it will not alter the original submission. DIXON PLACE's request for an oral presentation shall not constitute acceptance of a proposal.

**Proposals** must be received no later than **May 18, 2007 @ 5:00pm EDT.** The RFP includes drawings and specifications in PDF format issued by Meyer and Gifford, Architects LLP.

### Project Information

Client	DIXON PLACE, Ellie Covan, Executive Director 258 Bowery, 2 <sup>nd</sup> floor, New York, NY 10012 212-219-0736 web: <a href="http://www.dixonplace.org">www.dixonplace.org</a>
Architect	Meyer and Gifford, Architects, LLP, Charles Gifford, AIA 270 Lafayette Street, NY, NY 10012 212-925-7171x120 web: <a href="http://www.meyerandgifford.com">www.meyerandgifford.com</a>
Owners Representative	Studio T+L, Jason Livingston, Principal – Theatrical Design 123 7 <sup>th</sup> Avenue, #283m Brooklyn, NY 11215 718-788-0588 web: <a href="http://www.studio-TL.com">www.studio-TL.com</a>
Technical Assistance	Landair Project Resources, Inc., Robert "Len" Tempest, VP 10 E 33 <sup>rd</sup> Street, NY, NY 10016 212-685-9680 web: <a href="http://www.landairprojectresources.com">www.landairprojectresources.com</a>

**Questions in Writing**, all email correspondence shall be in \*.pdf format and

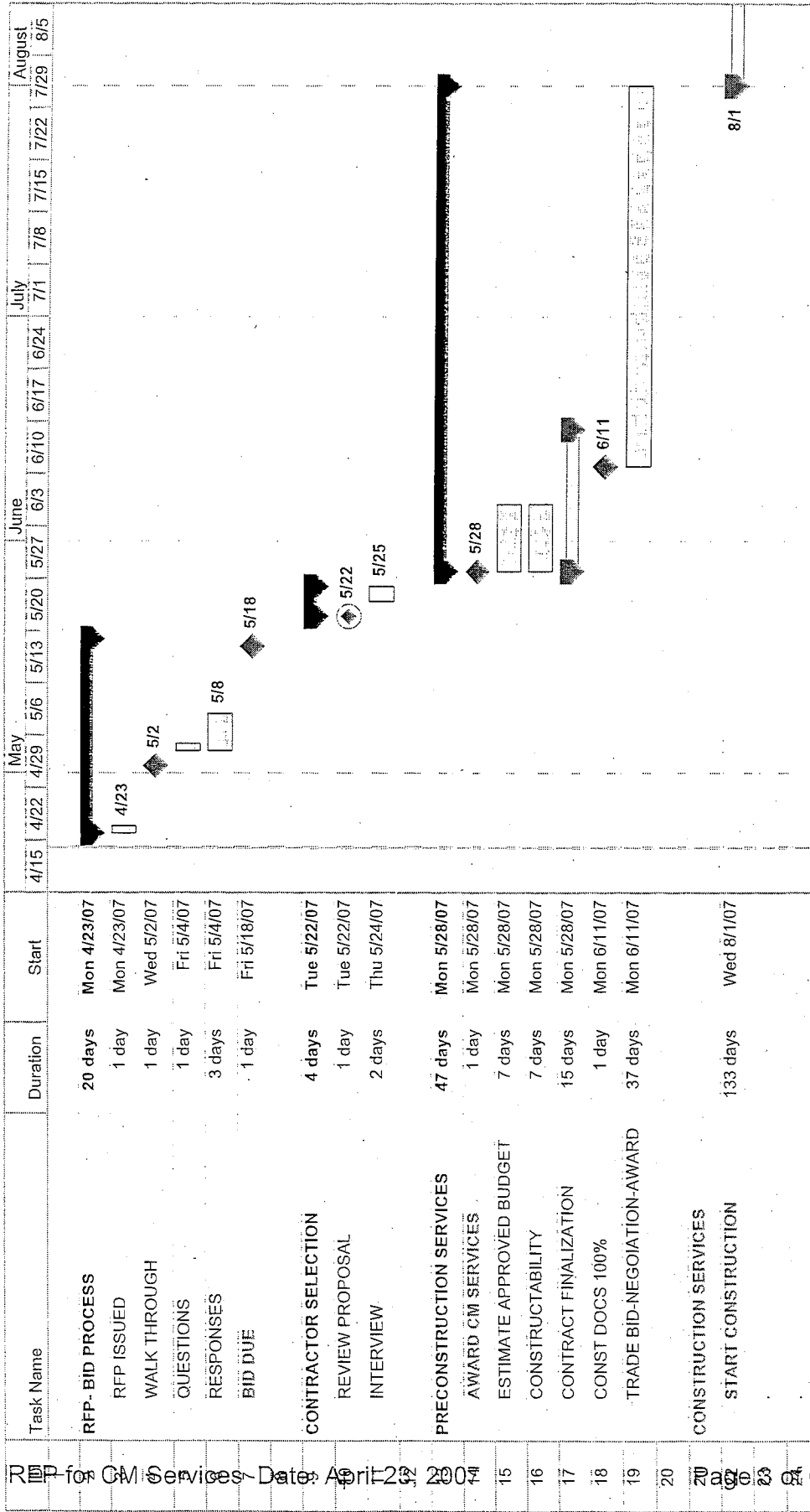
**Deliver all proposals to:** Robert "Len" Tempest  
Landair Project Resources, Inc.  
10 E 33<sup>rd</sup> St., NY, NY 10016 212-685-9680  
[RTempest@projectresourcesgroup.com](mailto:RTempest@projectresourcesgroup.com)

DIXON PLACE reserves the right to reject any or all of the proposals if such election is deemed to be in the best interest of DIXON PLACE. DIXON PLACE assumes no obligation, no responsibility, and no liability for costs incurred by the responding firms prior to the issuance of a contract.

Dixon

# PRELIMINARY PROJECT SCHEDULE - DIXON PLACE -

DATE: APRIL 23, 2007



PREPARED BY LANDAIR PROJECT RESOURCES, INC  
10 E 33RD ST, NY, NY 10016

**II) ESTIMATED SCHEDULE FOR THIS PROJECT IS AS FOLLOWS:**

April 23, 2007	RFP issued
<b>May 2, 2007</b>	<b>Mandatory Site Inspection – 3:00 Wednesday 5/2/07</b>
May 4, 2007	Questions in writing due
May 8, 2007	Responses from Owner and Architect
<b>May 18, 2007</b>	<b>Proposals Due</b>
May 24-25, 2007	Interview (Mornings)
	<b>Preconstruction Services – DURATION 2 MONTHS</b>
May 28, 2007	Award of CM Services
May 28-June 5, 2007	Review Documents, Prepare Estimate and Schedule
June 5, 2007	Estimate, Approved Budget and Schedule
June 11-July 31, 2007	Constructability Reviews, Bidding, Negotiation, Awards, Approvals
<b>August 1, 2007</b>	<b>Construction Period Services – DURATION 6 MONTHS</b> (Estimated)
<b>February 1, 2008</b>	<b>TCO, Fire Alarm Letter of Defect, Temp Public Assembly</b> <b>Beneficial Occupancy</b>
	<b>Project Closeout – DURATION 2 MONTHS</b>
February 1-March 30, 2007	
April, 2008	Final Payments (Estimated)

**III) DESCRIPTION OF PROCUREMENT AND FUNDING**

Funding for the project is being provided by grants from the Lower Manhattan Development Corporation (LMDC), which is funded by Community Development Block Grants from the United States Department of Housing and Urban Development (HUD), the Dormitory Authority of the State of New York (DASNY) which is funded by the Empire State Development Corporation and from the City of New York, as administered by the City of New York Department of Cultural Affairs (DCA) and the Department of Design and Construction (DDC). Since the project is partially funded by the City of New York as a pass-through contract, the project is subject to Wicks Law requirements and prevailing wage.

**IV) PROJECT AREA and ESTIMATED COST**

The project is construction of the new DIXON PLACE at 161 Chrystie Street, which is 3,800 sf. in the cellar and 2,900 square feet on the ground floor for an estimated gross area of 6,700 sf. The facility will include a public assembly theater with flexible seating and a mezzanine, a rehearsal studio, a lobby/lounge, 7 restrooms, dressing room, offices and storage spaces. The estimated budget is \$2.4 Million, inclusive of hard cost construction, CM Fee, reimbursables for Staffing Costs, General Conditions and 10% Contingency. Estimated project duration of 6 months.



Please note that the site is a 'condominium unit' and is under and adjacent to occupied spaces; there will be coordination issues with these neighbors. However, other than building systems shut down or other activities that might pose a danger to adjacent occupants. Adjacent occupants include a sound and recording studio so normal hours of work should be from 7:00am to 3:00pm unless the CM can coordinate or provide other arrangements.

## V) SCOPE OF SERVICES

DIXON PLACE seeks a Construction Manager to implement the construction of its new facility and requests proposals for firms to provide services including but not limited to the scope of work described below:

### V.A Key Issues

The key issues include:

1. Qualified Construction Management (CM) firms who have successfully completed and are experienced with the program requirement, technology and operation of theatre spaces are encouraged to respond to this RFP.
2. All firms responding to this RFP shall understand and have fluency in the management of grant and public funding and have the capacity to respond to and comply with the requirements (procurement procedures, approval process, periodic reporting, requisition processes and project closeout) of the public funders and oversight agencies.
3. CM shall have the contractual role as Agent of Owner, holding all Contracts and having the responsibility to maintain and supervise all financial records.
4. CM shall analyze and understand the existing conditions and project scope.
5. CM shall integrate and coordinate new work into an existing building which is part of a mixed use residential condominium project which will remain occupied during construction.
6. CM is responsible for the implementation of a well thought out logistics plan, security plan, project schedule and establishing and maintaining community relations to insure community and workforce harmony.
7. CM is responsible during the Preconstruction Phase for scoping the project, establishing the budget, identifying qualified Contractors, soliciting competitive proposals from Contractors, nominating Contractors, administering funder approval of Contractors while insuring absolute adherence to public procurement requirements, initiating and finalizing contracts on behalf of the Client and preparing documents required to obtain funder approval of the program and budget.
8. CM is responsible during the Construction Phase for the management and administration of all matters of coordination, oversight, daily construction supervision, technical supervision, budgetary control and management of an aggressive project schedule.
9. CM is responsible for estimating and providing the cost of common labor as part of the proposal. In actuality the CM may or may not provide the required common labor with his own forces but shall insure such responsibilities are assigned to a prime contractor.
10. CM is responsible for providing an estimate of all Staffing Costs, General Conditions and Reimbursable expenses as part of the Proposal such as printing costs, communication,

mailing, security, carting, toilets, facility for a field office and equipment that are incidental and necessary to support the work effort of the project.

11. CM is responsible as part of the general administration of the project for closeout, completion of the final punch lists, coordination of all building commissioning, administration of or preparation of all final project documentation and submittals, coordination and satisfaction of all department of building reviews and approvals, etc.
12. CM shall expect that all base contract work such as lighting, dimming systems, fire alarm, HVAC and finishes are included in the base contract work and the base contract work will be sufficient to secure department of building approvals. However, CM will coordinate the installation of FF&E items such as Owner provided and installed theatrical lighting, audio, accessory components, millwork, specialty items and equipment which will be indicated as being "provided by Others" in the contract documents.
13. CM shall expect strong advocacy by the Client and on behalf of the Client by the Architect and Owners Representative of the Client's interests on all contract issues and administration.
14. CM to shall present monthly reports and billing to the Client in an efficient and timely manner.
15. CM is to insure and maintain all forms of safety and quality control.

## V.B SCOPE OF PROJECT

### PRECONSTRUCTION SERVICES

#### Preconstruction services

- Review, scope and prepare Cost Estimate for approval by the Client based on 80% Construction Documents.
- Apply value engineering, as may be needed or directed by the Client.
- Develop contracting plan, including fast tracking where appropriate. Determine number of trade contracts that will be required.
- Develop project schedule, including construction schedule.
- Review and comment on the design for constructability and advise the Client on any issues. Identify and procure long-lead items.
- Prepare bid packages, including scope of work by trade, for Client review.
- In the absence of Green or Sustainable Guidelines or a consultant to provide the requirement for Sustainable Initiatives for this project the CM will work with the project team to establish Sustainable Guidelines that will become General Conditions of the Trade and Contractor Agreements.
- Develop the Final Cost Estimate and submit the Cost Estimate as the as the Approved Project budget.
- Submit proposals to apply CM's own labor force or contracted forces for early removals of debris, miscellaneous materials, excavation, underpinning and other work at the site.

## Bidding

- Comply with all requirements of the agreement between LMDC, DCA, DDC and the Client regarding procurement.
- Obtain at least 3 bids for all subcontracts
- Pre-qualify trade sub contractors who are Vendex approved by the City of New York.
- Prepare and circulate bidders list for each trade for Client review and approval.
- Develop and execute affirmative action bidding and contracting plan.
- Solicit and receive bids, including unit price bidding.
- Conduct bid analysis and prepare tabulation, distribution to project team; coordinate evaluations; prepare recommendations.
- Evaluate alternative proposals, coordinate with project team; develop recommendations and justifications.
- Negotiate and award contracts, as agent for Client, including scope and bid verification.
- Provide documentation of the bidding, negotiation and contracting in accordance with LMDC grant requirements, DDC and Client requirements.
- Generally advise Client on all aspects of the bidding and negotiations with subcontractors, including as required, recommendations for alternatives, unit pricing and other cost savings measures to keep the project on budget.

## CONSTRUCTION SERVICES

Construction Manager is to provide services as Agent of Owner under an AIA Contract and General Conditions. Specific contract form of agreement to be mutually agreed between DIXON PLACE and CM. Services to include (but are not limited to) the solicitation, assistance in contracting, and ongoing coordination of contractors to provide services not limited to, the following areas:

- demolition, excavation & underpinning
- masonry & concrete
- thermal & moisture protection
- structural steel & architectural metals
- rough & finish carpentry
- mechanical items (HVAC, electrical, plumbing, fire safety systems)
- doors & windows
- specialties
- finishes (sheetrock, sprung vinyl flooring, stone & tile, painting) & millwork
- theatrical lighting, sound & video equipment and infrastructure as indicated
- Temp utilities, site logistics, sidewalk sheds, all permits
- Secure all permits not limited to ACP5, Alt 1, Fire Department Approval, TCO, CO and Permit of Assembly. Insure that Trade Contractors and Mechanical Disciplines file for all post approval amendments and technical filings to insure timely review and approval by the building department.
- Surveying as required for construction
- Coordinate and provide assistance in the installation of all Client supplied and installed Fixtures, Furnishings and Equipment.
- Design, implement and maintain Site Safety Plan, Recycling and Source Separation Plan, provide oversight and coordination for Green or Sustainable Initiatives Required by Client or other recommended programs.

## VI) SUBMISSION REQUIREMENTS

The two part Proposal consisting of a **Technical Proposal** and **Fee Proposal** must provide a straightforward, complete, and concise description of the firm's capabilities to satisfy the requirements of this RFP. Please organize and letter your responses exactly as the questions are presented herein.

Submit **Five Bound Copies and Two CD's** (pdf format) of the Technical Proposal and **Three Bound Copies of a Sealed Fee Proposal** with original signatures by the principal of the Firm.

Please limit your submission to twenty (20) one-sided pages, not including project or work samples and other additional items indicated below.

### A) CONTACT INFORMATION (does not count toward 20-page limit)

On a single cover sheet bound with your Technical Proposal and bound with your Fee Proposal, please provide:

1. The lead firm or individual's name;
2. The lead firm's contact person;
3. License or certification information of lead firm principal or individuals working on the DIXON PLACE project;
4. Telephone, fax, and wireless numbers for firm principals or individuals working on the DIXON PLACE project;
5. E-mail address for firm principals or individuals working on the DIXON PLACE project;
6. The street address of the lead firm or individual;
7. The year the firm or individual practice was established;
8. The LBE/MBE/WBE status of the firm (Minority-owned Business Enterprise or Women-owned Business Enterprise, as certified by New York State);
9. The type of work or specialty and size of firm; and
10. The signature of the lead individual, and the date of the signature.
11. Provide all required forms and submittals
  - (a) ATTACHMENT 1 – 5 pages - a completed Standard Business Background Questionnaire (SBBQ) required by the Lower Manhattan Development Corporation
  - (b) ATTACHMENT 2 & 3 - 5 pages - a completed Work Force and Typical Monthly Utilization required by LMDC, do not complete Schedule C-2
  - (c) ATTACHMENT 7 - 1 page – a completed Certification of No Change required by NYC

#### Note-

1. Attachments 1, 2, 3 and 7 shall be bound into the Technical Proposal. Reminder, some of these qualification forms for governmental entities shall have an expiration timeframe, such as the Vendex is only good for two years. It is the responsibility of the CM and all Contractors retained to work on behalf of DIXON PLACE to insure that all qualification documentation does not lapse and parties having Contract with DIXON PLACE shall be entities in good standing for the duration of the project.
2. Entities whose business conduct causes them to default these public qualification obligations are responsible for all costs and damages arising from their inability to complete those portions of the work assigned to them by DIXON PLACE.

**B) EXPERIENCE, STRUCTURE AND PERSONNEL**

1. A history of the firm's experience providing General Contracting services to economic development organizations, municipalities, other governmental entities, private developers, not-for-profits and civic organizations.
2. Identify in particular, any experience related to the construction and fitting out of a theatre space and discuss in detail your firm's familiarity and accomplishments with theatrical lighting systems, dimming systems, multimedia installations, theatrical smoke purge system, fire alarm control panels, multizone HVAC systems, interconnects between systems, vibration isolation, sound proofing/deadening, energy conservation, green and/or sustainable design and other issues that are applicable to this project.
3. A description and organization chart of the firm's structure describing the responsibilities of the staff to be assigned to the project, including resumes of the principals, project manager(s), and professional staff who would work directly with DIXON PLACE.
4. Samples of up to five (6) comparable projects that the firm has completed in the areas of Construction Management or General Contracting services. Include the client, the name of a contact person who is able to provide a reference, a description of the scope and nature of the work, the size and complexity of the project, and the dollar amount and the agreed fee arrangements. State outcomes of project- awards, technical issues, significant issues, etc.
5. Any other information that you believe would make the firm's work on behalf of DIXON PLACE superior to that of other firms, or information about your specialty or particular skill to perform a specific requested service.

**C) METHODOLOGICAL APPROACH**

1. A description of how the firm intends to address the anticipated scope of services set forth in Section V of this RFP.
2. A statement explaining the firm's approach to institutional planning, including methods, analytical techniques, models, etc., that would be employed.
3. A statement explaining the process to identify and administrate a change of scope that results in a Change Order to the contract. Describe how your firm manages the scope change process, establishes a value for the work, establishes the additional costs associated with general conditions and fee, if any, associated with the change of scope.
4. Prepare an estimated project schedule highlighting time span from award of contract to completion including detail such as preconstruction activities, procurement, award to trades, approvals and construction, substantial completion, punchlist, municipal approvals, final approval by funder and certificate of occupancy.
5. Comments or suggestions regarding possible cost savings.

**D) CONFLICTS OF INTEREST (does not count toward 20-page limit)**

1. Provide a statement whether the respondent firm has worked previously with the Owner, the Architect, the Theatrical Design Consultant, the Owners Representative, other professionals associate with the project.
2. Provide a statement regarding current work load and commitments and the ability of the firm to provide necessary executive skills, staff manpower and resources to achieve the goals and timetable for this project.
3. Submit a statement describing any potential conflict of interest or appearance of impropriety relating to other clients of the firm or officers, directors, and employees of DIXON PLACE that could be created by providing services to DIXON PLACE.
4. Indicate what procedures will be followed to detect and notify DIXON PLACE of and to resolve any conflicts of interest.
5. Indicate any pending litigation and/or regulatory action by any oversight body or entity that could have an adverse material impact on the firm's ability to serve DIXON PLACE.
6. Indicate if the firm has ever had a prior contract with any governmental entity terminated for any reason, and provide an explanation.

**E) NON-DISCRIMINATION POLICY (does not count toward 20-page limit)**

1. Consulting agencies with 50 or more employees shall submit a copy of their nondiscrimination or affirmative action plan.
2. Firms with less than 50 employees shall submit a statement of their commitment to equal opportunity and affirmative action from their chief executive officer.
3. Each responding firm must also complete and submit both (a) Attachment 2 A-7 relating to the anticipated workforce to be utilized on the contract, and (b) Attachment 2 A-8 and Attachment 3 relating to the anticipated participation of minority- and women-owned business enterprises as subcontractors, if any.

## F) FEE PROPOSAL

Note: The Fee Proposals shall be in a SEPARATE SEALED ENVELOPE and shall have the name of the project, the project sponsor / Clients name, the date of the Proposal Submittal and the name and address of the Proposal Respondent.

1. Provide a fixed Fee for Preconstruction Services for estimated duration of about 2 months.
2. Provide a total estimated Firm Fee and the reimbursable General Conditions for Construction Services to complete the project not more than 6 months and provide administration of project closeout for an estimated duration of about 2 additional months.
  - (a) Insure that your proposal has sufficient manpower to achieve the goals for the construction period or identify how your Firm can recommend any other methods to accelerate the project and identify the cost of acceleration.
3. Identify the associated General Condition costs including administrative overhead and costs, staffing and site supervision and labor, security, site logistics, temporary utilities, site facility (toilet, office, etc.) permits, rubbish removal, etc. must be included.
4. Provide the normal hourly rate schedule of each principal and senior staff member whose resume is provided in the Proposal or those job categories that are anticipated to be used in the administration of the project.
5. Provide a list of anticipated reimbursable expenses and the rate charged for each.
6. State all discounts and reduced fees offered to other municipalities, governmental entities, economic development or nonprofit organizations, and civic organizations.
7. State any or all other fees or charges.

NOTE: The Fee Proposal must be submitted in a separate, clearly marked, sealed envelope. The fees will not be opened until all Technical Proposals have been initially evaluated. Although proposed Fees will be taken into account, DIXON PLACE reserves the right to negotiate a lower or different fee structure with any firm that is selected.

All information and documents described in subsections A through F above must be included or addressed in the submission.

## VI) CRITERIA FOR SELECTION

In evaluating proposals submitted pursuant to this request, DIXON PLACE places high value on the following factors, not necessarily in this order of importance:

- Approaches in methodology with respect to the anticipated scope of services and project time frames that demonstrate maximum comprehension of and ability to provide such services to DIXON PLACE.
- Experience of firm and employees to be assigned to the project in general, and, in particular, providing Construction Management services to not-for-profit art or cultural organizations.
- Experience of firm and employees to be assigned to the project in dealing with municipalities, economic development organizations, or other governmental entities.
- Scope, size, complexity, cost and quality of comparable completed projects demonstrated by the submitted project samples.
- Innovative or outstanding work by firm that demonstrates the firm's unique qualifications to provide Construction Management Services.
- Number, complexity, and nature of Construction Management projects handled by the firm.
- Firm's staff ability, availability and facility to work cooperatively with DIXON PLACE directors, officers, staff and consultants.
- Conformity with or exceeding of applicable DIXON PLACE policies as noted herein, including specific policies relating to nondiscrimination, affirmative action and subcontracting goals.
- Projected cost of services (Fee, General Conditions and Reimbursables).
- Projected schedule

## VII) CONTRACT TERMS AND REQUIREMENTS

The contents of the Proposal prepared by the successful firm, with any amendments approved by DIXON PLACE, will become a part of the agreement signed as a result of this RFP process. The terms outlined throughout this RFP should be considered all-inclusive. The selected firm will be required to:

- Work with DIXON PLACE staff and its consultants to provide CM services to the DIXON PLACE project.
- Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services, and, on DIXON PLACE's request, to make such records available to DIXON PLACE at all reasonable times during the contract period and for six (6) years after the date of the final payment to the firm under the contract.
- Assume sole responsibility for the complete effort as required by this RFP, and be the sole point of contact with regard to contractual matters.
- Refrain from assigning, transferring, conveying, subletting, or otherwise disposing of the contract or its rights, titles or interest therein or its power to execute such agreement to any other person, firm, partnership, company, or corporation without the prior consent and approval in writing of DIXON PLACE.
- Comply with applicable laws governing projects initiated or supported by DIXON PLACE, including all applicable HUD requirements and regulations.



- The Construction Manager shall provide and submit for his/her firm, and subsequently obtain and submit paperwork for all nominated Contractors, tradesmen and vendors any and all documentation and comply with all regulations required by DIXON PLACE or its Funders ( HUD, DDC, LMDC, etc) including, but not limited to Vendex Applications (any contractor or subcontractor exceeding \$100,000), Mayors Office of Contracts background checks, LMDC background checks, LBE/MBE/WBE requirements, apprentice programs, workforce and payroll reporting, etc. See examples of LMDC requirements, but not limited to other requirements.
- Upon Notice to Proceed for Preconstruction Services the Nominated CM shall provide Preconstruction Services consisting of, but not limited to document review, scoping, project estimating, value engineering and budgeting, project scheduling, prequalification of trade contractors, procurement and thereby resulting in a final Approved Project Budget.
- All Trade Contractors and Vendors shall be pre-qualified by the CM and be presented with complete scopes of work by the CM which will be competitively bid according to the public bidding laws and conform to the requirements of LMDC and the Mayors Office of Contract. CM shall maintain records for prequalification, notice of bid opportunity, transmittal of bid documents, attendance sheet at pre bid meetings, requests for information by a Trade Contractor(s) and responses made by the CM or Professional of Record, and at the time of the receipt of bids, the CM shall prepare a bid comparison sheet and maintain records of the process of bid de-scoping.
- All nominated Trade Contractors and Vendors shall complete all documentation and be Vendex Qualified at the time the Approved Project Budget is approved by the Client.
- All services and project budgets shall be based on Prevailing Wage Scale as of July 1 2007 as published by the New York State Department of Labor.
- Contractor is responsible for all administration (bid process, approval of subcontractors by NYC, payment requisitions, sign-offs, fulfillment of grant requirements, etc.)
- Prime Trades shall be bid according to Wicks Law provisions.
- Obtain Performance and Completion Bonding for any subcontractor with a contract exceeding \$250,000. ( Except LBE's)

DIXON PLACE reserves the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given to the firm at least thirty (30) days prior to such proposed termination.

**VIII) INSURANCE REQUIREMENTS**

Insurance and Bonds that the Contracting firm is required to provide:

- Workers' Compensation: to limits required by New York State Law
- General Liability: \$2,000,000
- Personal Injury: \$1,000,000
- Property Damage: \$1,000,000
- Automobile Liability \$1,000,000
- Excess Liability \$5,000,000 – limits of insurance may be increased or decreased upon finalization of Approved Budget and finalization of Agreement.

All Contracting firms' insurance policies shall name DIXON PLACE, Meyer and Gifford, Architects, LLP, Studio T+L, Landair Project Resources, the Lower Manhattan Development Corporation, Agencies of the City of New York as required, the Dormitory Authority of the State of New York and other parties as additionally insured.

**IX) MISCELLANEOUS CONDITIONS****a. OBLIGATION ONLY ON FORMAL CONTRACT**

The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response by DIXON PLACE do not obligate DIXON PLACE in any manner. Legal obligations will only arise on the execution of a formal contract by DIXON PLACE and the firm(s) selected by DIXON PLACE. DIXON PLACE's formal contract will consist of more than one schedule and attachment, include one substantially in the form of the accompanying:

Attachment 1	LMDC Standard Business Background Search Request
Attachment 2	Workforce Utilization Report
Attachment 3	MWBE Compliance Report
Attachment 4	HUD/LMDC Compliance Requirements
Attachment 5	Federal Labor Standards Provisions
Attachment 6	U.S. Department of Labor Certified Payroll
Attachment 7	NYC Certificate of No Change – NYC Vendexed Contractors
Attachment 8	NYC Department of Labor – Construction Employment Report
Attachment 9	NYC DCA/DDC pass-through contract guide

Attachments 2, 4, 5, 6, 8 and 9 are provided for informational purposes only. DIXON PLACE may amend its contract schedules at any time. Responses to this RFP will be prepared at the sole cost and expense of the proposing Construction Management firms. No materials submitted in response to this RFP will be returned.

**b. DIXON PLACE RESERVATION OF RIGHTS**

DIXON PLACE reserves the right to:

- i. Amend, modify, or withdraw this RFP.
- ii. Revise requirements of this RFP.

- iii. Require supplemental statements or information from any firm.
- iv. Accept or reject any or all responses hereto.
- v. Extend the deadline for submission of responses thereto.
- vi. Negotiate or hold discussions with any respondent and waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein.
- vii. Cancel this RFP, in whole or in part, if DIXON PLACE deems it in its best interest to do so.

DIXON PLACE may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise.

#### c. NONDISCRIMINATION AND AFFIRMATIVE ACTION POLICIES

It is the policy of the State of New York, LMDC and DIXON PLACE to comply with all federal, state, and local laws, policies, orders, rules and regulations, which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority- and Women-owned Business Enterprises (LBE/MWBEs), Minority Group Members and women share in the economic opportunities generated by DIXON PLACE's participation in projects or initiatives, and/or the use of DIXON PLACE funds. As a subsidiary of the NYS ESDC, LMDC and its grantees follow ESDC's non-discrimination and affirmative action policy, which will apply to any contract entered into as a result of the RFP. LMDC has established a 20% LBE/MWBEs participation goal for its entire redevelopment project. The selected firm(s) shall be required to use best efforts to provide for the meaningful participation of United States LBE/MWBEs, Minority Group Members and women in the execution of this contract. A copy of each responding firm's equal employment opportunity policy statement, Attachment 2 relating to the anticipated workforce to be utilized on the contract and Attachment 3 relating to the anticipated participation by LBE/MWBEs as subcontractors, shall be included as part of the response to the RFP. The ESDC Affirmative Action Unit (AAU) is available to assist you in identifying LBE/MWBEs certified by the State of New York that can provide goods and services in connection with the contract anticipated by this RFP. If you require LBE/MWBEs listings, please call the AAU at (212) 803-3224.



**Sullivan County New Hampshire  
REQUEST FOR PROPOSAL FOR  
CONSTRUCTION MANAGEMENT SERVICES (AS AGENT)**

Sullivan County NH (The Owner) is seeking proposals from qualified firms to provide Professional Construction Management services to support site selection, design and construction of a 68 bed Community Corrections Center to be built in Unity, NH

**PROJECT DESCRIPTION**

The project site is located at the Sullivan County Complex in Unity NH

**GENERAL CONTRACT STRUCTURE**

The Construction Manager (CM) shall serve as the Owner's principal agent in providing the services described in this RFP. The Owner shall ultimately enter into a separate prime contract(s) with one or more Contractors for the construction of the project. In providing the CM's services described in this RFP, the CM shall endeavor to maintain, on behalf of the Owner, a working relationship with the Contractor(s) and Architect/Designer. The contract for CM services will include three phases with a single contract being awarded to one CM firm. The County reserves the right to modify, postpone, and/or cancel the contract for any reason whatsoever at the conclusion of any one phase and prior to the start of a subsequent phase. The three phases, and their respective estimated durations, of this project are defined as:

- Pre Construction/Site Selection/Design Phase (4 Months)
- Contractor(s) Bidding and Awarding Phase (2 months)
- Construction and Close-out Phase (10 months)

**CONSTRUCTION MANAGEMENT SERVICE TO BE PROVIDED** (Shall include, but may not be limited to):

**Phase One-- Pre Construction/Site Selection/Design Phase**

- Construction Management Plan: The CM shall prepare a Construction Management Plan for the Project and shall make recommendations to the plan throughout the duration of the Project, as may be appropriate. In preparing the Construction Management Plan, the CM shall consider the Owner's schedule, budget and general design requirements for the Project. The CM shall then develop various alternatives for the scheduling and management of the Project and shall make recommendations to the Owner.

- Constructability Review: Perform a complete constructability review of the project bid documents, specifications, plans and estimates prior to bidding the project and identify potential problems that need correction before the project is bid.



- **Project and Construction Budget:** Based on the Construction Management Plan the CM shall prepare a Project and Construction Budget based on the separate divisions of the Work required for the Project and shall identify contingencies for design and construction. The CM shall review the budget with the Owner and Designer and the CM shall submit the Project and Construction Budget to the Owner for acceptance. The Project and Construction Budget shall be revised by the CM as directed by the Owner.

- **Preliminary Estimate and Budget Analysis:** The CM shall analyze and report to the Owner and the Designer the estimated cost of various design and construction alternatives, including CM's assumptions in preparing its analysis, a variance analysis between budget and preliminary estimate, and recommendations for any adjustments to the budget.

- **Review contract documents, and coordinate permit requirements.**

- **Schedule and attend a field walk with the Inspector, Project Architect, Design Team Members and City representatives.**

- **Revisions to the Construction Management Plan:** During the Design Phase the CM shall make recommendations to the Owner regarding revisions to the Construction Management Plan. The Construction Management Plan shall include a description of the various bid packages recommended for the Project. Revisions approved by the Owner shall be incorporated into the Construction Management Plan.

- **Progress Meetings:**

The CM shall conduct periodic progress meetings attended by the Owner, Designer and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Designer and others as necessary.

- **Review of Design Documents:**

The CM shall review the design documents and make recommendations to the Owner and Designer as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors; and as to the separation of the Project into contracts for various categories of the Work.

- **Cost Control:**

The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Designer. This estimate shall include a contingency acceptable to the Owner, CM and the Designer for construction costs appropriate for the type and location of the Project and the extent to which the design has progressed.



- **Project and Construction Budget Revision:** The CM shall make recommendations to the Owner concerning revisions to the Project and Construction Budget that may result from design changes.
- **Value Engineering Studies:** The CM shall provide value engineering recommendations to the Owner and Designer on major construction components, including cost evaluations of alternative materials and systems.
- **Design Phase Change Report:** The CM shall prepare and distribute Design Phase change reports that shall list all Owner-approved changes as of the date of the report and shall state the effect of the changes on the Project and Construction Budget and the Master Schedule.
- **Approvals by Regulatory Agencies:** The CM shall coordinate transmittal of documents to regulatory agencies and utility providers for review and shall advise the Owner of potential problems resulting from such reviews and suggested solutions regarding completion of such reviews.

#### **Phase Two: Contractor(s) Bidding and Awarding**

- **Bidder's Interest Campaign:** The CM shall conduct a telephone and correspondence campaign to attempt to increase interest among qualified bidders.
- **Notices and Advertisements:** The CM shall assist the Owner in preparing and placing notices and advertisements to solicit bids for the Project.
- **Delivery of Bid Documents:** The CM shall expedite the delivery of Bid Documents to the bidders. The CM shall obtain the documents from the Designer and arrange for printing, binding, wrapping and delivery to the bidders. The CM shall maintain a list of bidders receiving Bid Documents.
- **Pre-Bid Conference:** In conjunction with the Owner and Designer, the CM shall conduct pre-bid conferences.
- **Information to Bidders:** The CM shall develop and coordinate procedures to provide answers to bidder's questions. All answers shall be in the form of addenda.
- **Addenda:** The CM shall receive from the Designer a copy of all addenda. The CM shall review addenda for constructability, for effect on the Project and Construction Budget, scheduling and time of construction, and for consistency with the related provisions as documented in the Bid Documents. The CM shall distribute a copy of all addenda to each bidder receiving Bid Documents.
- **Bid Opening and Recommendations:** The CM shall assist the Owner in the bid

opening and shall evaluate the bids for responsiveness and price. The CM shall make recommendations to the Owner concerning the acceptance or rejection of bids.

- **Analyzing Bids:** Upon receipt of the bids, the CM shall evaluate the bids, including alternate bid prices and unit prices, and shall make a recommendation to the Owner regarding the award of the Construction Contract.
- **Construction Contracts:** The CM shall assist the Owner in the assembly, delivery and execution of the Contract Documents. The CM shall issue to the Contractor(s) on behalf of the Owner the Notice of Award and the Notice to Proceed.

### **Phase Three: Construction and Close-Out**

- Schedule and chair a kick off meeting with the County to discuss the proposed work plan and special concerns to be presented at the pre-construction meeting. It is envisioned the pre-construction meeting will include all interested parties, including utilities, sub-contractors, etc.
- Provide a pre-construction agenda to the County for concurrence, schedule a preconstruction meeting and notify attendees.
- Provide coordination of project activities and prepare reports and documents, as necessary, for County review and action.
- Maintain at the project site, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.
- Provide weekly status reports to the County.
- Review laboratory, shop and mill test reports of materials and equipment, and coordinate as required with the Project Design Team.
- Prepare and send a Weekly Statement of Working Days to the Contractor.
- Monitor Contractor and Sub-Contractor certified payroll
- Administer the construction contract in conformance with the requirements set forth in the Plans and Specifications.
- Conduct weekly construction progress meetings with Design Team,



Contractor(s), County Staff, affected outside Agencies, general public, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting agenda and minutes.

- Monitor all inspection activities
- Review and process all shop drawings, project data, samples, and other submittals. Establish and implement procedures for expediting the processing and approval.
- Coordinate submittal review with Design Team.
- Coordinate with County Departments
- Document all claims and maintain for account records.
- Coordinate and schedule construction surveying.
- Coordinate testing requirements and scheduling of material testing.
- Review and analyze the Contractor's schedule (monthly) including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead time. Work with Contractor(s) to maintain the project schedule to show current conditions and suggest revisions as required.
- Recommend necessary or desirable changes in the Construction Contractor'(s) scope of work. Review and evaluate Contractor'(s) request for changes. Negotiate with Contractor and submit recommendations to County supported by field data related to any additional work. If change orders are accepted by County, prepare change orders for signature and authorization by the County. Maintain a log of change requests.
- Create and maintain "As-Built" project schedule.
- Review pay requests and provide recommendation for contractor payments.
- Provide construction management files to the County
- Review contract documents, plans and permits.
- Attend field walks and kick off meetings.
- Monitor and enforce construction noticing requirements.
- Maintain field diaries (bound workbooks) during construction, including a



cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs and other documentation.

- Ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting the Contractor's work in accordance with the approved construction contract documents.
- Determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard County against defects and deficiencies in the work. As appropriate, require special inspection of testing, or make recommendations to City regarding special inspection or testing or work not in accordance with the provisions of the contract document whether or not such work is fabricated, installed or completed.
- Provide and maintain a digital photographic history of the project. Photos will also be taken of the following:
  - a. Showing existing conditions prior to construction
  - b. Disputed work items
  - c. Work that has to be duplicated, replaced or removed
  - d. Completed work
  - e. Extra work
- Record the progress of the project. Provide daily inspection reports. Submit written daily progress reports to County, including information on Contractor and the entire project, showing percentages of completion. Keep daily logs containing a record of weather, Contractor's work on site, number of workers, work accomplished, problems encountered, and other relevant data.
- During the course of construction, maintain one set of plans to denote field changes or other corrections.
- Maintain copies of all permits needed to construct the project and enforce special requirements of each.
- Provide an initial review and one re-submittal of shop drawings and product data for conformance to the construction documents.

#### **CONSTRUCTION CLOSE OUT**

- Assist The County Administrator or designee in administering and coordinating final inspections.
- Assist the County in determining when the project or a designated portion thereof is substantially complete. Prepare for the County a summary of the status of the work of the Contractor(s), listing changes in the previously issued certificates of substantial completion of the work, and recommending the times

within which Contractor(s) shall complete uncompleted items on their certificate of substantial completion of the work.

- Calculate the amount of final payment due prime Contractor(s).
- Obtain evidence of certification of all lien releases.
- Assist County with filing the project "Notice of Completion."
- Secure and transmit to County, required guarantees.
- Issue the notice of substantial completion and process the Notice of Completion.
- Coordinate any startup requirements.
- Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications.
- Collect As-Built data from contractors or design consultants.
- Make recommendation for the release of retention.

#### **Proposal Format**

Proposals (work proposal and cost proposal) are to be submitted in separate envelopes, clearly marked with the consultant's name, address and phone number. Only one proposal per consultant will be considered.

Interviews for the most qualified consultants will be scheduled during the week of XXXXXXX, 2009. A contract is expected to be awarded to the selected consultant by April 1, 2009. Consultants are encouraged to keep their proposals brief and relevant to the specific work required. Proposals shall include the following items:

#### **Work Proposal (Envelope 1) – submit four copies**

##### **A. Cover Letter**

- (1) The name, address and phone number of the consultant's contact person for the remainder of the selection process.
- (2) Any qualifying statements or comments regarding the consultant's proposal, the information provided in the RFP or the proposed contract.
- (3) Identification of sub-consultants and their responsibilities.

##### **B. Statement of Qualifications**

- (1) A listing of proposed project personnel, including personal experience and resumes for prime and sub-consultants.
- (2) Consultant's and sub-consultant experience with similar work,



including names and current phone numbers of reference for listed projects.

(3) Provide a summary of three (3) of your firm's recent projects that had a similar size and scope. Please place an emphasis on providing examples of recent projects in which you provided Construction Management Services.

(4) Please provide a list of your firm's experience providing public agencies with both construction management and general contracting services over the past three years. Please include a brief description of the project and contact information to be used as reference if needed.

**C. Project Understanding and Approach**

A description of your project understanding and how you will approach the project.

**D. Scope of Work Program**

A description of the tasks, sub-tasks, and deliverables that will be provided.

**E.** A proposed Project Schedule that will demonstrate the consultant's familiarity with CPM scheduling methods.

**2. Cost Proposal (Envelope 2)**

The consultant is to submit a detailed cost proposal for all services and materials anticipated in completing the project. This cost proposal must be broken out for each phase (Phases One, Two, and Three as described earlier in this RFP). Labor hours and extended billing rates per classification of personnel will be indicated for each task and/or sub-task defined.

**Selection Process**

Work Programs will be reviewed by a Consultant Selection Committee. The Committee will rank the consultants for contract negotiations based upon the materials submitted within the Work Proposal. The Committee may choose to interview two or more closely ranked firms. The County will open contract negotiations with the top ranked firm.


**Alternative Solutions Associates, Inc.**

18 Devlin Drive  
Chicopee, MA 01020  
(413) 533-1517  
Email: warwickkevin@msn.com

Agreement  
Sullivan County  
With Alternative Solutions Associates  
Date February 1, 2009

Subject: Evaluation and development of treatment and intermediate sanction programs  
This Agreement entered into on the last date below by and between the Sullivan County Board of Commissioners, herein after refers to as the County and Alternative Solutions Associates herein after referred to as consultant whose address is 18 Devlin Drive Chicopee Ma, 01020

**Scope of services** includes the following:

- Assistance with grant writing for the second Chance act and other opportunities
- To assist with the implementation of the model,
- To provide suggestions and curricula materials to enhance the programs; and
- To provide for staff training as recommended ;and
- Ongoing support, in terms of grant funding and best practice information available nationally.

**Period of Services;** February 1, 2009 to June 30, 2009

The County may elect to terminate this contract for any reason by giving no less than thirty days notice to the consultant of such termination. The County shall pay the consultant for any and all services rendered and expenses incurred prior to termination date

**Payments to the consultant**

These costs should include both on-site assistance and remote services from the office. The costs for the on-site consultation will include the initial contract for six months from February 1, 2009 to June 30, 2009. The rate will be \$110 per hour and \$1800.00 per month for a total of \$9,000.

\_\_\_\_\_  
Ross L Cunningham  
Superintendent

\_\_\_\_\_  
Date

*Kevin Warwick*

1-30-09

\_\_\_\_\_  
Kevin Warwick, President  
Alternative Solutions Associates Inc

\_\_\_\_\_  
Date

APPENDIX F.1.

**Sharon Johnson-Callum**

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**From:** Ross Cunningham [rcunningham@sullivancountynh.gov]  
**Sent:** Tuesday, February 03, 2009 2:43 PM  
**To:** Sharon Johnson-Callum  
**Subject:** FW: Pharmacy Costs for 2008

-----Original Message-----

**From:** Carol Lady [mailto:clady@sullivancountynh.gov]  
**Sent:** Tuesday, February 03, 2009 7:05 AM  
**To:** Ross Cunningham  
**Subject:** Pharmacy Costs for 2008

Attached is the pharmacy costs for 2008 and number of inmates on psychotropes each month.

Carol Lady, RN Medical Services Coordinator

Sullivan County DOC  
103 County Farm Rd  
Claremont, NH 03743  
603 542-8717 ext 6

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

MONTH	PSYCHOTROPES	OTHERS	TOTAL	# INMATES ON PSYCHOTROPES
January, 2007	\$ 6,527.54	\$ 2,292.21	\$ 8,819.75	
February, 2007	\$ 5,498.68	\$ 3,934.72	\$ 9,433.40	
March, 2007	\$ 5,961.90	\$ 3,347.03	\$ 9,308.93	
April, 2007	\$ 6,546.15	\$ 5,406.84	\$ 11,952.99	
May, 2007	\$ 4,202.76	\$ 4,339.24	\$ 8,542.00	
June, 2007	\$ 6,094.27	\$ 3,342.61	\$ 9,436.88	
July, 2007	\$ 6,010.31	\$ 3,457.52	\$ 9,467.83	
August, 2007	\$ 7,592.44	\$ 3,789.09	\$ 11,381.53	
September, 2007	\$ 4,893.00	\$ 3,333.47	\$ 8,226.47	
October, 2007	\$ 4,698.38	\$ 3,339.95	\$ 8,038.33	
November, 2007	\$ 4,374.81	\$ 2,406.49	\$ 6,781.03	
December, 2007	\$ 4,348.41	\$ 1,543.75	\$ 5,892.16	
TOTAL 2007	\$ 66,722.65	\$ 40,532.92	\$ 107,255.57	
January, 2008	\$ 6,660.51	\$ 1,513.58	\$ 8,174.09	29
February, 2008	\$ 5,639.73	\$ 1,952.21	\$ 7,591.94	28
March, 2008	\$ 5,613.61	\$ 2,337.67	\$ 7,951.28	24
April, 2008	\$ 5,574.96	\$ 1,309.59	\$ 6,884.55	31
May, 2008	\$ 6,524.65	\$ 1,467.13	\$ 7,991.78	33
June, 2008	\$ 5,958.54	\$ 1,247.55	\$ 7,206.09	23
July, 2008	\$ 5,503.80	\$ 1,833.63	\$ 7,337.43	27
August, 2008	\$ 5,159.62	\$ 2,027.49	\$ 7,187.11	24
September, 2008	\$ 5,136.95	\$ 3,202.20	\$ 8,339.15	27
October, 2008	\$ 2,875.12	\$ 3,019.95	\$ 5,895.07	27
November, 2008	\$ 2,693.67	\$ 2,643.67	\$ 5,337.15	17
December, 2008	\$ 3,799.67	\$ 3,772.84	\$ 7,571.84	26
TOTAL 2008	\$ 61,140.83	\$ 26,327.51	\$ 87,468.34	